

1888-011
Lee Co.

Chancery Causes: John C. Carroll vs. A. D. Robbins &c

Bailey, Pennington, Creech, Lanningham

CA-Contract Dispute
T-Property
Churches

To The Hon. H. S. K. Morrison, Judge of the
Circuit Court for New County, N^o.

Humbly complaining your orator,
John C. Carol, a citizen of the County
and State aforesaid, would respectfully
represent unto your honor that the "Meth-
odist-Episcopal Church" in the Crab
Orchard at "Robbins Chappel" and an
association of individuals, recognized
by the constitution and laws of N^o. as
a body capable of taking and holding
land, through and by her regularly ap-
pointed and constituted trustees, is
the owner of a certain lot or parcel
of land lying and being in said County and
State in the Crab Orchard and in the
Robbins neighborhood containing a-
bout one acre more or less.

Your orator states that the legal
title to said land is for the time being
vested in A. D. Robbins, A. J. Bailey,
Stephen H. Lemack, John C. Penning-
ton and Thomas Robbins as trustees,
holding the same for the use and bene-
fit of said church.

Your orator further states that on
or about the day of 188 ,
said church in proper form determin-
ed to erect on said lot of land a

church house, and to accomplish that object, she, through her properly constituted authorities, appointed John T. Canningham, A. D. Robbins, Stephen H. Leitch, and ~~Frederick Robbins~~ a building committee with full power to solicit, take up, and collect subscriptions, to let the building of the said church to contract and to superintend the erection thereof.

Your orator further states that said building committee, pursuant to the trust committed them, did let the building of said church to contract to your orator at the price of \$175⁰⁰; but before he had completed the same the said committee agreed with your orator that he should quit further work upon the same and that he should have \$150 for what was ^{then} done on said church house; and this \$150 the said committee paid your orator \$125⁰⁰ and your orator owes the residue, \$25⁰⁰, is yet unpaid him and is still due and owing to him.

Your orator further states that after he had quit work upon said house and when said committee

had paid him the said \$125, it-claim-
ed that-it- had paid out- all it- had
in its hands or could realize on
said church house and that-it- had
nothing in its hands with which
to pay your orator the balance due
him, and the members of said com-
mittee likewise denied their joint
or individual liability to your ora-
tor for any part of his said claim.

Your orator is advised that the
said lot of land and the house up-
on it, in the hands of said trustees
are liable in a court of equity
to be applied to the payment of his
said claim; but if mistaken in
this then he is advised that the mem-
bers of said building committee are
liable to him for the amount of
his said claim and to obtain re-
lief in one or the other of these
methods is the object of this bill.

The premises considered your orator
prays that said trustees, to wit: A. J.
Bailey, John W. Pennington, A. S. Rob-
bins, Stephen W. Leach and Thom-
as Robbins, and the members of the
said building committee, to wit:
John T. Loringham, A. S. Robbins,

Stephen W. Leach and ~~Francis Rob-~~
time be made parties defendants to this
bill of complaint - and they each be
severally required to answer the same
on oath as fully and particularly
as if they had specially interrogated
them; and that a decree on the
hearing of this cause be entered in
favor of same orator for his said
claim of \$25⁰⁰ with interest thereon
from the 1st day of Nov. 1886 till paid
and the costs of this suit, and that
said church house and lot be decreed
to be sold (the rents and profits of the
same not being sufficient to
pay said claim, interest and costs
of this suit in five years) to pay
same orator's said claim; but if
this can not be done, then the
members of said building com-
mittee be decreed to pay the same.

And same orator prays for all
further and general relief as the
nature of his case may require.
May spa - issue &c. And he swears
ever pray &c

E. W. Pennington for
plaintiff

E. M. P.

John L. Carroll

Q 4.00 paid
S 3.00 "
A 15.00 "

vs } Bill in Chanc -

A. D. Robbins & als

1888 Febry Bill of Exh & Decree nisi

" Mr. Decree nisi Conf'd

& Cause set for hearing

" Apr. Decree final

John C. Carral Compt-
or
A. J. Robinson & als Deft- } In Chanc-

By consent of all parties, the defendants having paid the debt in the bill mentioned and the costs ⁱⁿ this proceeding, it is ordered that this cause be stricken from the docket.

John L. Canal

vs } Same price

A. D. Robbins & Co.

Entered this
O. B. page 45,
J. A. Hyatt & Co.

Enter this de -
one price 3rd 1888.
H. H. M.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

A. J. Bailey

John C. Pennington, A. D. Robbins
Stephen W. Creech Thomas Robbins
and John S. Lunningham

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in *February* next, being rule day to answer a bill in Chancery exhibited in our said Court

against

them by

John C. Carroll

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *3rd* day of *January* 1888, in the 11² year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

E. W. P.

John C. Carroll

vs } Spain & Co

A. J. Bailey et al

Lo February Rules 1888

Executed by
delivering and affixing
copy of this subpoena
to A. J. Bailey

John C. Pennington

A. D. Robbins

Stephen H. Creech

Thomas Robbins

and John J. Sanning

Beck Aug 1888

R. D. Belamary & S

for S. H. Canning

S. E. 16